

1 BILL NO. S-90-04-12

2 SPECIAL ORDINANCE NO. S-94-90

3 AN ORDINANCE approving
4 Contract FOR RES. #912-90,
5 CONGRESS AVE.-CLERMONT AVE.
6 SAN. SEWER between EARTH
7 CONSTRUCTION, INC. and the
8 City of Fort Wayne, Indiana,
9 in connection with the Board
10 of Public Works and Safety.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
12 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the Contract FOR RES. #912-90,
14 CONGRESS AVE.-CLERMONT AVE. SAN. SEWER, by and between EARTH
15 CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in
16 connection with the Board of Public Works and Safety, is
17 hereby ratified, and affirmed and approved in all respects,
18 respectfully for:

19 is described as follows: Beginning at a
20 proposed sanitary sewer manhole located
21 535+/- LF West and 10+/- LF South of the
22 NW corner of Lot 361 of Fairfax Second
23 Addition; thence West 730+/- LF to a
24 proposed manhole; thence 50+/- LF South
25 to a proposed cleanout located 80+/- LF
26 North and 5+/- LF E of the SW corner of
27 Lot 374 of Fairfax Second Addition;


28 involving a total cost of Sixteen Thousand Nine Hundred
29 Eighty-Three and no/100 Dollars (\$16,983.00).

30 SECTION 2. Prior Approval has been requested from
31 Common Council on March 27, 1990. Two copies of said
32 Contract are on file with the Office of the City Clerk and
made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full
force and effect from and after its passage and any and all
necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT 912-1990

BOARD ORDER NO. 173-1989

WORK ORDER NO. 73691

THIS CONTRACT made and entered into in triplicate this 28th day of March, 1989, by and between **EARTH CONSTRUCTION, INC.**, herein called **CONTRACTOR** and the **City of Fort Wayne, Indiana**, an Indiana Municipal Corporation, acting by and through the **Mayor and the Board of Public Works & Safety**, herein called **OWNER**:

WITNESSETH that the **CONTRACTOR** and the **OWNER** for the considerations hereinafter named agree as follows:

ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor and material, equipment, tools, power, transportation, miscellaneous equipment etc., necessary for the following:

CONGRESS AVENUE-CLERMONT AVENUE SANITARY SEWER

Beginning at a proposed sanitary sewer manhole located 535+ LF West and 10+ LF south of the Northwest corner of Lot 361 of Fairfax Second Addition; thence West 730+ LF to a proposed manhole; thence 50+ LF South to a proposed cleanout located 80+ LF North and 5+ LF East of the Southwest corner of Lot 374 of Fairfax Second Addition.

Said sewers shall be 8" in diameter,

all according to Congress Avenue-Clermont Avenue, Drawing No. SY 11232, Sheets 1 through 3 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II: THE CONTRACT SUM

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of **Sixteen Thousand Nine Hundred Eighty-Three and no/100 (\$16,983.00) Dollars**. In the event the amount of work is increased or decreased by **OWNER** the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE III: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the

Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE IV: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Water Pollution Control Engineering Department of the OWNER to promptly make such inspection. When the Water Pollution Control Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE V: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne, in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of CONTRACTOR or its agents, employees or workmen or any judgment of any court, or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE VI: NON-DISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of the construction or upon request of the Office of Compliance.

ARTICLE VII: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in the bid documents.

ARTICLE VIII: COMPONENT PARTS OF THIS CONTRACT

- a. Advertisement for Bids for Contract 912-1990
- b. Instructions to Bidders for Contract 912-1990
- c. Contractor's Proposal Dated 14 March 1990
- d. Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11232
- e. Supplemental Specifications for Contract 912-1990
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. MBE/WBE Commitment Form
- o. Fort Wayne Water Pollution Control Engineering Standards and Specifications 1989
- p. _____

ARTICLE IX: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE X: INDEMNITY

CONTRACTOR shall furnish to OWNER within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE XI: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE XII: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within Thirty (30) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE XIII: COUNCILMANIC APPROVAL

This agreement although executed on behalf of the OWNER by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this contract shall be and become wholly void.

ARTICLE XIV:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CONTRACTOR: EARTH CONSTRUCTION, INC.

By: Michael C. Ebertson

PRESIDENT
Title

CITY OF FORT WAYNE, INDIANA

By: Charles E. Layton

Charles E. Layton, Director
Public Works

By: Douglas M. Lehman

Douglas M. Lehman, Director
of Administration & Finance

By: Michael McAlexander
Michael McAlexander, Director
of Public Safety

ATTEST:

Helen Gochener
Helen Gochener
Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally MICHAEL C. EVERTSON as representative of **Earth Construction, Inc.**, and acknowledged the execution of the foregoing contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23rd day of MARCH, 1990.

Philip D. Shockley
Notary Public
Resident of ALLEN County
PHILIP D. SHOCKLEY
Printed Name of Notary

My Commission Expires:

02-08-93

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared **Paul Helmke, Mayor; Charles E. Layton, Douglas M. Lehman, and Michael McAlexander**, all as Members of the Board of Public Works & Safety of said City, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 2nd day of April, 1990.

CAROLYN S. ESCHMANN
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 21, 1991
ISSUED THRU INDIANA AGENCY ASSOC.

Carolyn S. Eschmann
Notary Public
Resident of _____ County
Printed Name of Notary

My Commission Expires:

This instrument prepared by:
Terry L. Atherton, P.E., L.S., Director
Water Resources/Engineering & Services

RELIANCE INSURANCE COMPANY

HEAD OFFICE. PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Earth Construction, Inc., 3333 Engle Road, Fort Wayne, IN 4680

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Board of Public Works & Safety, City of Fort Wayne, One Main Street, Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, in the amount of Sixteen thousand nine hundred eighty three

Dollars (\$16,983.00), for the payment whereof Contractor

and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March 23 1990, entered into a contract with Owner for

Congress-Clermont Sanitary Sewer, Resolution 912-90.

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

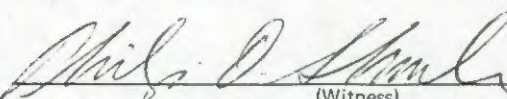
Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or
 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this twenty third

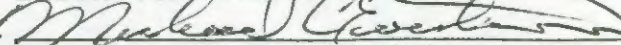

 (Witness)
 Philip D. Shockney, Secretary



 (Witness)

Performance Bond
 Revised to February, 1970

SB 5715ax (1) Printed in U.S.A.
 RDR:2304 ED 7 71

day of March 19 90
Earth Construction, Inc.


 (Principal) (Seal)
 Michael C. Everton, President
 (Title)


 (Title)
 Walter E. Manske, Attorney-in-Fact

RELIANCE INSURANCE COMPANY

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Earth Construction, Inc., 3333 Engle Road, Fort Wayne, IN 468

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Board of Public Works & Safety, City of Fort Wayne, One Main Street, Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Sixteen thousand nine hundred eighty three Dollars (\$16,983.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March 23 1990, entered into a contract with Owner for

Congress-Clermont Sanitary Sewer, Resolution 912-90

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

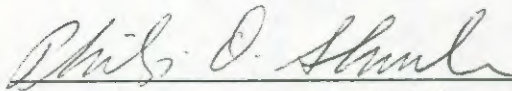
a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

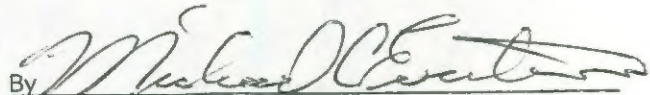
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 23rd day of March 1990.



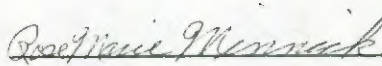
(Witness)
Philip D. Shockney, Secretary

Earth Construction, Inc. (Seal)
(Principal)

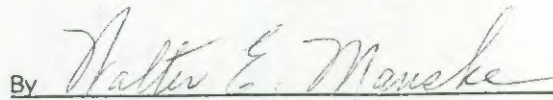
By 

(Title)
Michael C. Evertson, President

RELIANCE INSURANCE COMPANY



(Witness)

By 

Walter E. Manske Attorney-in-fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Lorraine E. Dimey

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 23rd day of March 1990.



Assistant Secretary

Read the first time in full and on motion by Burns, seconded by Edmonds, and duly adopted, read the second time by title and referred to the Committee on Edmonds (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 4-18-90
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Edmonds, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 4-24-90
Nedgill Eschaff
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 2-94-90 on the 24th day of April, 1990.

ATTEST
Nedgill Eschaff
SANDRA E. KENNEDY, CITY CLERK
SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of April, 1990, at the hour of 11:20 o'clock A. M., E.S.T.

Nedgill Eschaff
SANDRA E. KENNEDY, CITY CLERK
Approved and signed by me this 26th day of April, 1990, at the hour of 6:50 o'clock P. M., E.S.T.
PAUL HELMKE
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE Contract for Res. #912-90, Congress Ave. Clermont Ave. San. SewerDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The contract for Res. 912-90 is described as follows: Beginning at a proposed sanitary sewer manhole located 535+ LF West and 10+ LF south of the NW corner of Lot 361 of Fairfax Second Addition; thence West 730+ LF to a proposed manhole; thence 50+ LF South to a proposed cleanout located 80+ LF North and 5+ LF E of the SW corner of Lot 374 of Fairfax Second Addition. Earth Const., Inc., Contractor.

Prior approval received on 3/27/90

S-90-04-13

EFFECT OF PASSAGE Improved sewer conditions at above location

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$16,983.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-90-04-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GIAQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract
FOR RES. #912-90, CONGRESS AVE.-CLERMONT AVE. SAN. SEWER
between EARTH CONSTRUCTION, INC. and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 4-24-90

Sandra E. Kennedy
City Clerk